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A PROFESSIONAL CORPORATION
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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

| | | |
|-------------------------------------|---|--------------------------|
| BOARDS OF TRUSTEES OF THE SHEET |) | NO. C 12 1177 MEJ |
| METAL WORKERS LOCAL 104 HEALTH CARE |) | |
| TRUST, SHEET METAL WORKERS PENSION |) | |
| TRUST OF NORTHERN CALIFORNIA, SHEET |) | <u>JUDGMENT PURSUANT</u> |
| METAL WORKERS LOCAL 104 VACATION, |) | <u>TO STIPULATION</u> |
| HOLIDAY SAVINGS PLAN; BRUCE WORD, |) | |
| TRUSTEE, |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| vs. |) | |
| |) | |
| SELCO HEATING & AIR CONDITIONING, |) | |
| INC., a California corporation, |) | |
| |) | |
| Defendant. |) | |
| _____ |) | |

It appearing that Plaintiffs BOARDS OF TRUSTEES OF THE SHEET METAL WORKERS LOCAL 104 HEALTH CARE TRUST, SHEET METAL WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS LOCAL 104 VACATION, HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE, through their attorneys, and defendant, SELCO HEATING & AIR CONDITIONING, INC., a California corporation, have Stipulated that plaintiffs have and recover judgment from Defendant and it appearing that the Stipulation is in all respects proper and that the Stipulation provides for judgment against defendant in the amount of \$22,296.27,

1 IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs BOARDS OF
2 TRUSTEES OF THE SHEET METAL WORKERS LOCAL 104 HEALTH CARE TRUST, SHEET
3 METAL WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL
4 WORKERS LOCAL 104 VACATION, HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE,
5 have and recover judgment from defendant, SELCO HEATING & AIR
6 CONDITIONING, INC., a California corporation, in the amount of
7 \$22,296.27, which is composed of the following:

8 a. Contribution balance due and unpaid to Plaintiff Trust
9 Funds for November 2011 in the amount of \$17,432.82;

10 b. Liquidated damages due and unpaid to the Plaintiff
11 Trust Funds for the same period in the amount of \$4,213.45;

12 c. Interest due pursuant to contract on the declining
13 balance at 10%;

14 d. Attorneys fees due pursuant to contract in the amount
15 of \$300.00; and

16 e. Costs of suit incurred in this action in the amount of
17 \$350.00.

18 IT IS FURTHER ORDERED AND ADJUDGED that an abstract of
19 judgment will be recorded but execution will not issue on the judgment
20 so long as defendant fully complies with the following conditions:

21 1. Defendant shall make payments of all ongoing amounts
22 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST
23 FUNDS pursuant to contract between defendant and Local Union 104 of
24 the Sheet Metal Workers' International Association for hours worked
25 by defendant's employees, commencing with payment for February 2012,
26 hours due on or before March 20, 2012 and continuing until the full
27 amount of this judgment is paid. Each of said payments will be made
28 by check payable to SHEET METAL WORKERS TRUST FUNDS and sent to the

1 Benesys.

2 2. Defendant shall pay the amount of the contributions
3 under paragraph (a) in the amount of \$17,432.82 in monthly installment
4 payments as follows: The first installment is due March 1, 2012 in
5 the amount of \$2,179.10. Each subsequent installment shall be due on
6 the 1st day of each month, in the amount of \$2,179.10 and shall
7 continue until the entire contribution amount has been paid. Checks
8 shall be made payable to SHEET METAL WORKERS TRUST FUNDS and sent to
9 the collection attorney, ERSKINE & TULLEY, 3030 Bridgeway, Suite 231,
10 Sausalito, CA 94965, Attention: Michael Carroll. During this period
11 payments in Action No. C 10 1070 PJH shall be suspended.

12 3. Once the above amount of \$17,432.82 is paid in full,
13 the Ways & Means Committee for Plaintiff Trust Funds will exercise
14 it's discretion and review defendant's eligibility for a reduction of
15 the liquidated damages, interest, attorneys' fees and costs owed as
16 stated in paragraphs (b), (c), (d), and (e) above. If defendant is
17 not eligible for a complete waiver of the amounts due under paragraphs
18 (b), (c), (d), and (e), defendant shall make payment on the remaining
19 balance of \$4,863.45 in additional monthly installments of \$2,179.10
20 as may be required to pay the full amount of the judgment, or such
21 lesser sum agreed to by Plaintiff Trust Funds. The first payment
22 would be due after notification of the Trust Funds' decision, with
23 payments continuing each month thereafter.


24 4. Plaintiffs and Defendant each understand and agree that
25 any modification of payments must be made in writing and agreed to by
26 both the Plaintiffs and the Defendant.

27 IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the
28 Defendant to make any of its monthly contribution payments pursuant

1 to the collective bargaining agreement as set forth in paragraph 1
2 above, and the monthly installment payments in a timely manner as
3 required pursuant to the terms of paragraphs 2 and 3 of this
4 stipulation, execution on the entire judgment reduced by any offsets
5 for payments made, shall issue only after ten (10) days written notice
6 to the Defendant that Plaintiffs or Plaintiffs' attorney declares a
7 default and intends to file a Declaration stating that a default has
8 occurred on the part of the defendant. Defendant waives notice of any
9 hearing held by the court upon the earlier execution of this judgment
10 or Plaintiffs' declaration.

11 Defendant is not represented by counsel and was advised to
12 seek the advice of counsel before signing the Stipulation for
13 Judgment. Plaintiff shall serve this Order upon Defendant.

14 Dated: March 28, 2012

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Magistrate Judge Maria-Elena James
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